

OCT 31 1979

RODAK, JR. CLERK

IN THE SUPREME COURT OF THE UNITED STATES

STATE OF OHIO     )  
                              ) SS  
SUMMIT COUNTY    )

CASE NO.

79-699

**William P. Heyne**

**Plaintiff Appellant**

**VS**

**Margaret L. Heyne**

**Defendant Appellee**

Velma Mae Finzer, nka  
Velma Mae Heyne

**Defendant Appellee**

## ENTRY OF APPEARANCE-JURISDICTIONAL STATEMENT

**William P. Heyne**  
**200 Midland Building**  
**Alliance, Ohio 44601**  
**Attorney for Plaintiff Appellant**

**Margaret L. Heyne**  
1560 Fernwood Blvd.  
Alliance, Ohio 44601  
Concurring Defendant  
Appellee

**Velma M. Finzer Heyne**  
**2436A Island Drive**  
**Uniontown, Ohio**  
**Concurring Defendant Appellee**

Three copies of the foregoing have been mailed by depositing the same in the Alliance Post Office, Alliance, Ohio, with first class postage prepaid to defendant appellees at the addresses above.

William P. Heyne  
Attorney for Plaintiff Appellant

## SUBJECT INDEX

Entry of Appearance .....	Cover
Jurisdictional Statement with copy of Notice of Appeal and the Date of Entry of the Judgment .....	Page 2
APPENDED COPIES OF ALL JUDGMENTS AND NOTICE	
Court of Common Pleas Summit County, Ohio Case No. 78 11 4565 "Finding" .....	Page 8
Court of Appeals Ninth Judicial District Summit County C. A. No. 9161 Appeal from Judgment entered in the Common Pleas Court Domestic Relations Case No. 78 11 4565 Decision and Journal Entry .....	Page 10
Court of Appeals Ninth Judicial District Summit County, Ohio Notice of Appeal on Questions of Law .....	Page 12
Supreme Court of the State of Ohio No. 79-835 Motion for an Order Directing the Court of Appeals Summit County .....	Page 13
Supreme Court of Ohio Case No. 79-83 Notice of Appeal CA9161 .....	Page 15
Court of Common Pleas Summit County, Ohio Case No. 78 11 4565 Notice of Appeal on Questions of Law and Fact .....	Page 16

## JURISDICTIONAL STATEMENT

1. (a) A reference to the official and unofficial reports of the opinions of the courts below is as follows.

I. On November 29, 1978 plaintiff appellant filed his complaint in Summit County Common Pleas Court, Division of Domestic Relations, involving the Ninth Amendment to the United States Constitution. Without passing on the right to voluntarily contract without injury to others, the court adjudged, without reason, that domestic matters were governed by Divorce and Dissolution, not contract, December 18, 1978.

II. On January 16, 1979 plaintiff appellant filed his notice of appeal against said ruling of the Court of Common Pleas, Summit County, Ohio. The Court of Appeals found the right to voluntarily contract was not a reserved right under the Ninth, but that there were reasonable grounds for appeal. Nevertheless, the Court of Appeals affirmed the judgment of the trial court and held that common law marriage contracts were recognized, but not common law divorce, without reason.

III. On June 22, 1979 this matter was filed in the Ohio Supreme Court and on September 13, 1979 the appeal was dismissed sua sponte for the reason no substantial constitutional question exists.

1. (b) A concise statement of the grounds on which the jurisdiction of the court depends.

I. The proceedings is to define the status of three individuals under a very unusual situation according to the reserved rights beneath the Ninth Amendment which uses these facts to propose and show the national importance of treating the Ninth Amendment as the highest law of America.

II. The date of the judgment sought to be reviewed was entered on September 13, 1979 by the Ohio Supreme Court.

III. The provision believed to confer on the court jurisdiction of the appeal is Article 3, Sec. 2 of the United States Constitution, to-wit: "The Judicial power shall extend to all cases in law and equity arising under the Constitution".

IV. There are no cases directly which point to the proposition that the Ninth Amendment is the primary and highest law in the land.

Copies of all judgments and decrees and the notice of appeal are appended hereto.

## STATEMENT OF THE CASE

1. The Ninth Amendment to the Constitution is the apex of American law allowing no disparagement or denial of rights which are reserved to the people.

2. We the people existed before any human government, living together in cooperation under natural laws which became the rights of man.

3. These rights of men formed a natural integrated foundation from which a sophisticated set of procedures might evolve.

4. As procedures became more sophisticated the natural rule expressed in the Ninth Amendment was abandoned and the quality and pattern of the pristine order was forgotten.

5. Conquerors invented taxation, slavery, war, bigotry, and oppressive measures of every kind.

6. This action is presented as a means to change our unnatural form of government to the efficient and natural form which was built into the natural pristine creation.

7. This can be done by individual citizens taking their denials and disparagements of reserved right to court.
8. When all erroneous practices and procedures are cast out under authority of the Ninth Amendment, one by one, new practices will be enacted by the legislative branch to replace them.
9. New procedures will work with perfection if the legislative branch retains the original rights reserved to the people. This process will continue until all is perfection.
10. The purpose of American government is to constantly pursue individual happiness which is impossible under any other process and form.
11. No matter how small the incident, for these reasons, it becomes a very important Constitutional question if it involves a right under the Ninth Amendment.
12. The incident in this case is based on man's right to freely contract, even as to marital status.
13. Plaintiff husband separated for eight years from his first wife, entered into a written contract of divorce, division of property and separate maintenance with his first wife which also provided for a remarriage with the third contracting party who thereby become his second wife. All parties were and are in agreement with this implication of a natural right, thus raising a Constitutional question.
14. To recognize this minor incident as an important right to be protected under the Ninth Amendment will change American idealism and institutions, because it will give voice to what naturally exists widely and will remove the sense of guilt from following in its wake, thus increasing happiness.
15. The action was brought for Declaratory relief in the Common Pleas Court of Summit County, Ohio, in Akron, Ohio, which failed to go to the issue, but pro-

claimed that in Ohio the two procedures recognized are Divorce and Dissolution. The Court of Appeals of Summit County held there is no natural right to freely contract and the Ohio Supreme Court dismissed the appeal for the reason that no substantial constitutional question existed therein.

16. Had any court taken, or if any court takes the view that the Ninth Amendment is the apex of American law a new, efficient, and workable form of government would, or will have, eventually emerged which will solve present problems painlessly. As individuals with grievances protected by the Ninth Amendment bring them before the courts, there will come a gradual revolution which will make this nation the Kingdom of God, to-wit:
  - A. By circumstance or compulsion a citizen either acquires professional skill or an accumulation of goods. Because of the intrinsicity of the situation the skill or goods become the possession of the citizen who created or produced them, and in the hands of the citizen the skill or goods become property which can be converted to capital.
  - B. The citizen who produces service, as well as the citizen who produces goods, knows by personal experience that there is a force within him which is responsible for his every move. He has hunches and intuitions and aspirations and noble purposes and the ability to love. And, because he is aware of this whole thing he believes the force within all others and the total of creation causes all things to integrate into a greater whole which is God's Kingdom.
  - C. The natural unbrainwashed citizen who experiences that feeling which comes from the center of his being, obeys it even though he does not know what the immediate or eventual effects will be. It is his voice from God.



- D. The unconditioned natural man, at the beginning, accepted it with childlike simplicity that the total natural and industrial environment is God's treasury from which each citizen shall receive his benefit. To evolve from this natural self-evident truth we would by now grant each citizen a monthly check drawn upon this natural treasury for an agreed legal tender adequate for subsistence. This would end charity and give security. But it will be a loan, not a gift.
- E. He will expect to repay the loan. With freedom of opportunity, he will build or create the skills and goods he is innately inspired to produce. And, these will be sold to repay the loan, by returning equal credit to the treasury.
- F. If the sale of the individual's commodity brings less than the total of loans received, the ineffective producer would be brought before a judge for brotherly advice. The Court will examine into the natural rights of the situation and offer solutions which may involve re-training, relocation, or engaging into a different kind of business. In some cases the court may require deportation as an alternative.
- G. If an individual sells what he produces for more than he owes, the surplus becomes his to invest or save.
- H. Each citizen will maintain a commercial checking account. There will be no need for currency. The proceeds of his sales will be deposited in his account, and he will write checks upon the balance for purchases or to repay loans from the treasury. This will remove the incentive for wars or crime.
- I. A check will be a unit of economic measurement, like an inch is a unit for linear measure-

ment, with no intrinsic value of its own. The amount of this kind of medium of exchange will have no influence upon market price.

- J. Heavy industry will be conducted by locally operated corporations without any semblance of monopoly or by business merger. The worker will need the investor and the investor will need worker. Each will elect one half the Board of Directors. All matters will be solved voluntarily. The idea of profits and wages will have gone out of style.
- K. If a group of individuals wish to build a hospital, golf course or courthouse, they will form themselves into a purchasing corporation. Afterward, a requisition will be issued by the "Treasurer-keeper" of the common stockpile who will issue the builders, workers, instructors, or supervisors, a check without taxation which will be for the agreed contract price negotiated with the purchasing corporation. This will merely return to the producers the value of whatever they put into and thereby increased the common stockpile.
- L. Without the cost of taxation and wages to be added to retail prices citizens shall be able to bargain freely. The exchange of goods in the movement of commerce shall be assured. Each man shall have the free right and obligation to produce the equivalent of what he consumes. The national treasury shall never have a deficit and shall never have a surplus.
- M. Possession is man's only property right and possession is an act of dominion rather than a thing. On this account man shall be able to give away his property during life, but not after death.

- N. After death a man's former possession will be sold to pay his debts, and the surplus, being only a measurement of former value, will be held for naught.
- O. As institutions, laws and practices develop from our original natural foundations, problems will arise for judicial determination. Those which do not fit the pattern will be declared void, to be replaced by valid natural laws.

Now comes William P. Heyne, a member of this Bar, 200 Midland Building, Alliance, Ohio 44601 and makes appearance herein as Attorney for Plaintiff Appellant.

*Wm P Heyne*  
William P. Heyne

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

WILLIAM P. HEYNE	)	CASE NO. 78 11 4565
	)	
Plaintiff	)	
	)	
-vs-	)	FINDING
MARGARET L. HEYNE,	)	
Defendent	)	RICHARD V. ZURZ, JUDGE

-----  
This cause came on to be heard upon the motion of the plaintiff for summary judgment from the pleadings and the briefs contained therein.

The plaintiff is requesting that this court make a legal determination that the parties, who were duly and legally married, can by contract between themselves terminate their

marriage relationship and further that the parties can enter into another marriage relationship through a contractual agreement. Plaintiff is requesting that the contractual marriage entered into between he and Velma Mae Finzer, nka Velma Mae Heyne, be held valid and enforceable by this court, and that the legal marriage relationship between he and Margaret L. Heyne be terminated.

It is the finding of this Court that under the present status of the law of the State of Ohio, parties can only have their marriage dissolved through legal proceedings, being either a divorce or a dissolution proceedings. Accordingly, the motion for summary judgment on this issue be and is hereby ruled against the parties, and the complaint as to this issue be and is hereby dismissed.

Concerning plaintiff's request that this court declare the marriage contract between he and Velma Mae Finzer lawful; in view of the fact that the purported marriage contract was entered into prior to the original marriage being terminated, this Court cannot declare the subsequent marriage lawful and accordingly, the motion for summary judgment is denied and the complaint is dismissed as to this issue.

Judgment entry to be prepared accordingly by counsel for plaintiff.

RVZ:lk

12-18-78

cc: William P. Heyne  
Margaret L. Heyne  
Velma Mae Finzer

STATE OF OHIO        )  
                          ) ss: IN THE COURT OF APPEALS  
SUMMIT COUNTY        )

WILLIAM P. HEYNE        ) C.A. NO. 9161

Plaintiff-Appellant        )

vs.                        )

VELMA MAE FINZER nka ) APPEAL FROM JUDGMENT

VELMA MAE HEYNE        ) ENTERED IN THE

and                        ) COMMON PLEAS COURT

MARGARET L. HEYNE        ) DOMESTIC RELATIONS

Defendants-Appellees        ) SUMMIT COUNTY, OHIO

                          ) CASE NO. 78 11 4565

#### DECISION AND JOURNAL ENTRY

Dated: May 23, 1979

This cause was heard May 8, 1979, upon the record in trial court and the briefs. It was argued by counsel for appellant and submitted to the court. We have reviewed each assignment of error and make the following disposition:

#### PER CURIAM

The plaintiff, William P. Heyne, appeals a judgment of the common pleas court, declaring that neither a certain "contract of matrimony" entered into between the plaintiff and defendant Velma Mae Finzer, nor a "contract of divorcement" entered into between the plaintiff and his lawful wife, defendant Margaret L. Heyne, are valid and enforceable. We affirm.

#### FACTS

The plaintiff married Margaret in 1929 and they lived together until 1970 when they separated. On July 11, 1978, plaintiff and defendant, Velma, entered into a "written contract of matrimony" without the benefit of divorce, license and/or clergy. On November 27, 1978, he and the defendant Margaret, entered into a "contract of divorcement." Velma

and Margaret each filed answers joining in the prayer of the plaintiff's complaint that their rights under the contracts be determined in relation to the Ninth Amendment to the Constitution of the United States.

#### DISCUSSION

Plaintiff argues, in essence, that among those rights reserved to the people under the Ninth Amendment are the rights to freely enter into contracts of marriage without any regulation from the government and to likewise dissolve such contracts.

We concur with the trial court. The rights so reserved to the people neither include the right to freely contract marriage without any regulation by law, nor to dissolve a contract lawfully entered into under the laws of a state. While courts do recognize common-law marriages in certain situations, they do not recognize any form of "common-law divorce, dissolution or annulment."

#### SUMMARY

We, therefore, conclude that neither of the alleged contracts are valid and enforceable, nor are they in any way affected by the Ninth Amendment. We affirm the judgment of the trial court.

The court finds that there were reasonable grounds for this appeal.

We order that a special mandate, directing the Summit County Common Pleas Court to carry this judgment into execution, shall issue out of this court. A certified copy of journal entry shall constitute the mandate, pursuant to App. R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time

the period for review shall begin to run. App. R. 22 (E).

Costs taxed to appellant.

Exceptions.

*James Bell*

Presiding Judge  
- for the court -

BELL, P. J.  
VICTOR, J.  
MAHONEY, J.  
CONCUR

APPEARANCES:

WILLIAM P. HEYNE, Pro se, 200 Midland Bldg., Alliance,  
OH 44601

VELMA M. FINZER HEYNE, Pro Se, 948 North Colonial  
Circle, Holly Hill, Florida 32017.

MARGARET L. HEYNE, Pro Se, 1560 Fernwood Blvd.,  
Alliance, Ohio 44601.

FILED  
COURT OF APPEALS  
MAY 30, 1979  
SUMMIT COUNTY, OHIO  
James B. McCarthy, Clerk of Courts

STATE OF OHIO	)	IN THE COURT OF APPEALS
	)	SS: NINTH JUDICIAL DISTRICT
SUMMIT COUNTY	)	C.A. NO. 9161
William P. Heyne	)	NOTICE OF APPEAL ON
Plaintiff-Appellant	)	QUESTIONS OF LAW
vs.		
Velma Mae Finzer nka	)	
Velma Mae Heyne	)	
and	)	
Margaret L. Heyne	)	
Defendants-Appellees)		

Plaintiff-Appellant hereby gives notice of Appeal to  
The Supreme Court of Ohio from the Judgment Entry of the  
Court of Appeals rendered herein on the 23rd day of May,  
1979, in a case involving a substantial constitutional question,  
and is of great public interest.

William P. Heyne, Attorney for and  
Plaintiff-Appellant  
200 Midland Bldg., Alliance, OH  
44601  
Phone (216) 823-3420

NOTICE

A copy of the foregoing was mailed individually to each  
of Defendant-Appelles this 25th day of May, 1979.

William P. Heyne, Attorney for and  
Plaintiff-Appellant

THE SUPREME COURT OF  
THE STATE OF OHIO

THE STATE OF OHIO,	)	1979 TERM
City of Columbus.	)	To wit: September 13, 1979
William P. Heyne,	)	
Appellant	)	NO. 79-835
vs.	)	MOTION FOR AN ORDER
Margaret L. Heyne et al.,	)	DIRECTING THE COURT
Appellees.	)	OF APPEALS
		for <u>Summit</u> County

TO CERTIFY ITS RECORD

It is ordered by the Court that this motion is overruled.



## COSTS:

Motion Fee, \$20.00 paid by William P. Heyne

I, Thomas L. Startzman, Clerk of the Supreme Court of Ohio, certify that the foregoing entry was correctly copied from the Journal of this Court.

Witness my hand and the seal of the Court  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_  
Clerk  
\_\_\_\_\_  
Deputy

## THE SUPREME COURT OF OHIO

THE STATE OF OHIO, ) 1979 TERM  
City of Columbus. ) To wit: September 13, 1979  
William P. Heyne, ) NO. 79-835  
Appellant ) APPEAL FROM THE COURT  
vs. ) OF APPEALS  
Margaret L. Heyne et al., )  
Appellees for Summit County

This cause, here on appeal as of right from the Court of Appeals for \_\_\_\_\_ Summit \_\_\_\_\_ County, was heard in the manner prescribed by law, and, no motion to dismiss such appeal having been filed, the Court sua sponte dismisses the appeal for the reason that no substantial constitutional question exists herein.

It is further ordered that a copy of this entry be certified to the Clerk of Court of Appeals for Summit County for entry.

I, Thomas L. Startzman, Clerk of the Supreme Court of Ohio, certify that the foregoing entry was correctly copied from the Journal of this Court.

Witness my hand and the seal of the Court  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_  
Clerk  
\_\_\_\_\_  
Deputy

## SUPREME COURT OF OHIO

William P. Heyne	)	CASE NO. 79-83
Plaintiff Appellant	)	
vs.	)	NOTICE OF APPEAL
Margaret L. Heyne	)	CA9161
Defendant Appellee	)	
Velma M. Finzer	)	
Defendant Appellee	)	

Notice is hereby given that William P. Heyne, plaintiff above named, appeals to the United States Supreme Court from final judgment entered in this action on September 13, 1979.

William P. Heyne, Attorney for  
Plaintiff Appellant  
200 Midland Bldg., Alliance, OH  
44601  
Phone (216) 823-3420

## NOTICE

A copy of the foregoing was mailed individually to each of Defendant Appellee's this 26th day of September, 1979.

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William P. Heyne, Attorney for  
Plaintiff Appellant

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

William P. Heyne	)	CASE NO. 78 11 4565
Plaintiff	)	
vs.		NOTICE OF APPEAL
Margaret L. Heyne, et al	)	
Defendant	)	ON QUESTIONS OF LAW AND FACT

Appellant hereby gives Notice of Appeal to the Court of Appeals on questions of law and fact from the judgment decree and final order rendered herein on the 18th day of December, 1978.

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William P. Heyne, Attorney for  
Plaintiff Appellant  
200 Midland Bldg., Alliance, OH  
44601  
Phone (216) 823-3420